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Most school officials now agree that teachers may negotiate with school boards over such items as the rights of the representative organization, the personal welfare benefits of teachers, and grievance machinery. Current disagreement centers on the question of whether or not items affecting the formulation of educational policy are negotiable. The National Association of Secondary School Principals (NASSP) considers the atmosphere of the bargaining table to be inappropriate for discussion of policy (professional) items and recommends, as an alternative, the establishment of formal policy councils made up of representatives chosen by teachers, principals, and supervisors. The NASSP suggests seven criteria for school administrators attempting to classify negotiation demands as either "professional problems" or "conditions of employment." Related documents are EA 002 541 and EA 002 542. (JH)

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What Is Negotiable?

by Benjamin Epstein

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Professional Negotiations Pamphlet Number One
from

THE NATIONAL ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS
1201 Sixteenth Street, N.W., Washington, D. C. 20036

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Foreword

In May 1967 the NASSP Board of Directors authorized and appointed a Committee on the Status and Welfare of Secondary School Administrators with the assignment of dealing with the disturbing impact of collective negotiations on the professional role of the principal. After consulting with its National Advisory Board and the NAASP Negotiations Consultants, the Committee recommended that several important steps be undertaken immediately by the Association to prepare principals for effective participation in negotiations and to assist them with their problems.

One of the recommendations of the Committee was that a series of special publications on negotiations be written and distributed to the entire membership.

We are pleased to present the first in this new series of publications. Benjamin Epstein, Chairman of the Committee on Status and Welfare, is the author of this volume. Plans are afoot for at least three more publications within the next few months on other aspects of negotiations.

In this first booklet, Mr. Epstein writes perceptively about the issue, *What Is Negotiable?* While supporting the right of teachers through representatives of their own choosing to negotiate with school boards on the subjects of salaries, working conditions, and other welfare benefits, the author strongly argues that there are many subjects of a purely professional nature, of equal interest to teachers and administrators, which are not appropriately discussed in the

atmosphere characteristic of the bargaining table. He also makes clear that building principals must not be excluded from the negotiating process, because their functions, activities, responsibility, and authority may be defined or limited by the decisions which emerge from negotiations.

I commend to all school administrators—in fact, to educators in every type of assignment—the suggestions and recommendations presented in the pages that follow. They can, I know, be useful and dependable guides to all of us who are struggling to bring order to the still unordered field of negotiations.

The Association is most grateful to Mr. Epstein for making time in his busy professional life to prepare this thoughtful and vigorous statement.

Owen B. Kiernan
Executive Secretary
National Association of Secondary
School Principals

ONLY within the past decade have collective negotiations between teachers and school boards exerted any significant effect on employer-employee relationships in American education. Yet during this brief span of time the negotiation pattern has blanketed the nation. State legislation permitting or mandating negotiations between school boards and their employees was virtually nonexistent ten years ago. Today more than a fourth of the states have enacted some such statute. While the number of written agreements was quite small at the start of this period, many hundreds of such agreements, some very simple, others quite elaborate and sophisticated, are now in operation. Again, only a very few years ago neither the American Federation of Teachers and its local units nor the National Education Association and its state and local affiliates employed any substantial number of experts or consultants in the areas of negotiative bargaining and agreement writing. Today, in contrast, both organizations can boast of sizeable, well-trained, and capable staffs of negotiators, attorneys, and other experts in this field.

There are many causes for this amazingly rapid growth of collective negotiations, but no one influence has been greater than the intense competition for organizational power between AFT and NEA. The soil in which the growth has taken place was made fertile by the economic depression of teachers during a time of unparalleled economic prosperity, by the insecurity of teachers in a system of public education which suffered from chronic neglect and critical attack, by the increased social unrest in the nation and the world, and by a new breed of teachers, better

educated and more knowledgeable about how to exert their collective powers. These teachers have few worries about securing a job in an employment market characterized by acute teacher shortages.

At first teacher organizations had as their central purpose to persuade, convince, or force school boards to sit down with them across the bargaining table and negotiate in good faith. Strikes, sanctions, refusal to supervise extra-curricular activities, picket lines, newspaper advertisements, and political pressures were among techniques used by teachers to convince school boards to agree to negotiate. School boards as well as their state and national organizations at first resisted the demand to negotiate, and some boards still adamantly try to avoid negotiations. But those who resist become fewer each year, even where they still have such an option because no legislative mandate as yet exists in their states.

Most of the first generation of written agreements, with notable exceptions in New York City and a few other school districts, were very simple documents. They customarily contained a statement recognizing a particular teacher organization as the official bargaining unit and detailed a procedure for initiating and conducting negotiations. A few included a formal grievance procedure; a number provided machinery for dealing with impasse situations; and many contained an agreed-upon salary schedule.

Most negotiations in this first stage of development and most of the agreements which emerged from initial bargaining were concerned primarily or exclusively with salary problems and related items involving financial compensation for teachers. They

dealt with salaries, raises, increments, medical and hospital insurance, rates of payment for summer school work or after-school student activity sponsorship, and similar benefits.

The second and third generation of teacher negotiations and agreements are, however, no longer so simple or so narrow in scope. Written agreements have become long and elaborate documents covering a wide range of items; they deal with school system funding procedures, school building construction, staff recruitment and selection, supervision, curriculum, and sometimes even such intangible items as academic freedom. They go far beyond the scope of some of the most elaborate and sophisticated of union-industry contracts in the private sector. They are no longer concerned exclusively with what, in the private sector, is described as the "bread-and-butter" problem.

Reacting to this development, many school board members and school administrators have become restive about the breadth and nature of what should be negotiable. Illustrative of these uneasy feelings is a report which appeared in a leading New Jersey newspaper. Early in the spring of 1968 the Legislature enacted a bill which mandates negotiations in good faith with teachers on "grievances and terms and conditions of employment." The newspaper pointed out that a conflict had arisen over the legislation even before it was signed into law by the governor. The large and powerful New Jersey Education Association took the language "terms and conditions of employment" to mean that teachers now had the right to negotiate on any and all items

affecting their work—that is, not merely those items which affected their remuneration and physical welfare benefits, but also every item with which they had to deal as professionals, including curriculum, teaching materials, and all other factors affecting their work in the classroom. On the other side of the fence stood the New Jersey Federation of District Boards of Education. It felt that the bill should mean that negotiations would be limited to “compensation paid, time worked, and fringe benefits, as the same are understood in private employment.”

In the broadest sense, the polarization of positions in New Jersey defines the nature and the extremes of the question of what should be negotiable at the bargaining table when school boards and teachers enter into their discussions with each other.

Administrators, especially principals, are deeply involved in the decision as to what should be negotiable because many of the recent agreements have had the effect of diminishing their areas of administrative prerogative and discretionary determinations; that is, their decision-making powers. Moreover, these agreements have, in no wise decreased their responsibilities and accountability. If anything, they have imposed additional responsibilities on administrators.

If negotiations, today and in the future, dealt exclusively with teacher welfare benefits, school administrators at every level would agree that the negotiating process deserves full and unconditional support, and that administrators need not be too much concerned with playing a role in negotiations between teacher organizations and school boards.

Few conflicts would arise in existing, traditional patterns of professional organizational life in education.

But the fact is that teacher organizations want to negotiate about many more problems than merely wages, hours, and personal benefits for teachers. They want to play a key role in setting up procedures for developing educational innovations, for scheduling teacher assignments, for determining curricular content, for limiting class size, and for a host of other matters of educational practice and policy.* Thus, the problem of what the scope of negotiations should be or what is legitimately negotiable has become for administrators a crucial question. There is, for most of them, no longer any doubt that teachers should have the right to bargain with school boards in a good faith atmosphere. But what about? That is still very much the subject of debate—a debate that is quite emotion-laden.

At this point it is appropriate to ask why there is such a marked difference between negotiations in the private sector and those conducted in public education. This difference obviously comes about because in education there is a dual relationship between

* As teachers have pressed for their right to bargain in such areas, they have seriously damaged their long-standing relationships with principals and other administrators. Administrators in many parts of the country have reacted to this thrust by teachers by severing ties with local teacher organizations. Their relationships with state and national teachers' organizations have in many circumstances become strained. Administrators have begun to strengthen their own organizations and to seek a distinct role for their organizations in the negotiations between teachers and school boards.

teachers and their employers. In the private sectors there is normally only one.

In the private sector employees are, with rare exceptions, concerned exclusively with the direct benefits which they can obtain for themselves in payment for their labor and the direct personal protection they can obtain for themselves in such matters as on-the-job security, safety, physical comfort, health protection, and dignity of treatment from their supervisors. They bargain about wages, pensions, medical-surgical insurance, sick pay, the length of time on the job during the day, week, and year, and paid vacations. They often negotiate about safety devices, work-area sanitation, seniority protection against lay-offs and dismissals, rest periods, labor-saving equipment, and parking privileges. Their basic concern is to force as much return for their work as they can possibly get and to guarantee that they work under conditions which are as desirable as possible.

To this extent, the negotiations of teachers and their school board employers are in no way essentially different from those of labor in the private sector. Teachers, however, unlike most private sector workers, are deeply concerned with the quality of the product of their labor or, in other words, with their effectiveness in promoting the learning growth of their pupils. To every teacher worth the name, teaching is not merely a job undertaken primarily for the remuneration it can yield; instead, it is a profession. It is more than a craft; it is a mission.

The teacher comes to his chosen profession prepared by years of study and training. He has spent long hours developing his knowledge and expertise

in the concepts of curriculum, instructional methodology, the psychology of learning, the sociological problems of communities, the art of communication between teacher and pupil, and the behavioral characteristics of youth. The teacher has constructed for himself an edifice of ideas about how and what children should learn, about how schools should be organized and should operate, about how educational problems can be solved. He seeks the opportunity to put his ideas into practice and to have full opportunity to apply his knowledge and training to his daily work. He feels relatively confident that if he had the proper locale and setting, all of the instructional materials he needs, a reasonable amount of time to do his work, students in small enough groups, and the necessary auxiliary supports, then he could stimulate intellectual growth, skill, competence, and desirable attitudes in all of his students with great success.

He resents and feels in conflict with any individual, group, or set of factors which may, for any reason, limit, control, or curtail his freedom or which impose patterns of instructional method or content other than the ones he feels are most suitable. He sees school boards, superintendents, principals, and other administrators and supervisors as forces which have this restrictive and regulatory power over him. And having in this period of negotiations tasted the strength of his collective organizational power, he now insists that at the bargaining table he be heard as fully in the area of professional policy construction and decision making as in the area of welfare benefits.

THE PROBLEM is whether the bargaining table is an appropriate place for the determination of educational policies. Both the National Education Association and the American Federation of Teachers insist that professional decisions as well as employee welfare items properly belong on the agenda for negotiations. The summer 1968 issue of *IDEA*, published by the Kettering Foundation, carried parallel interviews with Allan West of NEA and Charles Cogen of AFT who were, incidentally, described by the editor as "the warlords of teacher militancy." Their statements of what they considered to be negotiable subjects in education were strikingly alike in spirit.

Allan West took this stand: "We take the position that everything that affects the quality of education is negotiable." He went on to state that teachers had always had a say in instructional and curricular decision making; however, such participation in policy-creating had generally been on the basis of committees of individuals whom the administration had hand-picked. The time had now come when teachers wanted to pick their own spokesmen.

The remarks of Charles Cogen, who at the time was president of AFT, sounded no different. "There's no limit," he said, "to how far we'll go. We claim our jurisdiction is as extensive as the total area of education." He went on to give an interesting example of what he meant when he commented, "We included in several contracts where the board and the union agree, that the curriculum and the textbooks should not reflect a racial bias."

There is, of course, a very serious question as to whether those who have been chosen to be members

of the negotiating team for either the teachers or the school board are necessarily best prepared and most competent to determine whether a particular book to be used in a classroom truly reflects racial bias. In an issue of *Nation's Schools* which appeared at about the same time, Harold Spears, former superintendent of schools of San Francisco and former president of AASA, appropriately observed, "The one thing that bothers me about the teachers' movement more than anything else is that elected teachers want to negotiate across the counter on matters that influence instruction greatly. The teachers who get elected are not necessarily the leaders in instruction. In other fields, such as science or medicine, you don't negotiate items that someone else has been trained for and you haven't."

Should books such as *Huckleberry Finn* or the *Merchant of Venice* be used in high school English classes? Some would argue that both books are laden with bias, while others could argue with equal justification that both of these literary classics deserve to be used in classrooms and that both can serve most effectively as bases for combating racial bias. Does skill as a negotiator make the negotiator equally capable of making the educational choices that might have to be made in these cases? Probably not! Moreover, is the negotiating table the proper locale for making such choices?

In most states that have written legislation on collective negotiations, the negotiations are usually permitted with respect to "wages, hours, and conditions of employment." In only two states, California and Washington, is there a statutory expansion to

include specific educational objectives such as course content and the selection of textbooks and instructional materials. However, such expansions are relatively unnecessary since, as has already been pointed out, a term such as "conditions of employment" can be interpreted to mean that almost anything that affects teachers is fair game for negotiations.

Negotiations in education, of course, are nearly always undertaken solely at the local school-district level. The concept found in private enterprise of negotiations on an industry-wide level has not, as yet, found its way into the educational scene. It should be noted, however, that there are some items which operate under broader umbrellas and cover many school districts at a time. These are areas of educational policy or practice which are determined by state legislatures. They include some most significant benefits to teachers, such as state minimum salary schedules, tenure, pension and annuity systems, mandated minimum sick leave provisions, the right to payroll deductions for organizational dues or insurance, medical-surgical health protection by means of salary deductions, eligibility for professional certifications at all levels, and regulations with respect to hours and days of compulsory attendance of pupils within the school year.

Such items as the foregoing are really not negotiable by teachers' organizations unless one wishes to call legislative lobbying and political pressure a form of negotiation. These items set important limitations on what remains to be negotiated on the local school district level. Thus, it could happen that while a group of teachers may not be able to convince their

local school board or community to raise the salary level, a wage increase might be mandated at a point even higher than their demands by the action of a state legislature in revising the state minimum salary schedule upward. Similarly, a local teachers' organization would find it of little value to negotiate with its school board on the subject of lowering the certification requirements for principals, since the organization would inevitably be reminded by its local board that this item, under state law, is not within its discretionary power to alter.

IT WILL be of interest, at this point, to list items now being negotiated in agreements between teachers and school boards.

A. The Negotiation Process Per Se

Obviously the first problem when teachers ask to negotiate is establishing the structure of the negotiating process, with all of its ground rules and limits. Among the items usually considered one finds:

1. Methods of selecting the employee organizations to be given official and, usually, exclusive recognition (In a number of states this is determined under rules set up by a state regulatory or mediation agency.)
2. The scope of negotiations (that is, what is negotiable)
3. The mechanics of negotiations (who meets with whom, how often and how they formalize their conclusions)

4. Procedures for dealing with impasses with a view towards resolving them.
 5. A determination of who are covered by or excluded from the negotiations
 6. Provisions for securing, selecting, and paying for mediative or arbitrate services.
- B. *Rights of an Organization Which Has Been Recognized as the Negotiating Unit*
1. Check-off privilege for membership dues and organization-sponsored welfare benefits
 2. Provisions for use by the organization of meeting rooms in school buildings, of bulletin boards, of intra-school and inter-school delivery services, and for access to teachers' mail boxes
 3. Provisions for use of school equipment such as typewriters, duplicating machines, and public address apparatus
 4. Guarantees against vindictive or discriminatory treatment of teacher-organization leaders and negotiators
 5. Full, advance information about projected budgets
 6. Time off during the school day for designated representatives of the organization to participate in grievance procedures, negotiations, and other organizational responsibilities
 7. Time off for teacher delegates of the recognized organization to attend state, regional, and national conventions and conferences of the organization

8. Leaves of absence for teachers who serve as full-time staff members or officers of the organization
9. The privilege of participating in orientation programs for new teachers in the school system.

C. *Personal Rights of Teachers*

1. The rights of individual teachers to represent themselves as individuals and the rights of any minority organizations to hearings before the school board (Such rights are usually modified by the retention of the recognized negotiating organization of the right to be present and heard whenever individuals or other organizations come before the school board.)
2. The freedom of teachers from interference by school authorities with respect to their personal lives outside of school (except when such personal matters demonstrably affect their school functions)
4. Academic freedom—often defined as freedom from censorship and artificial restraints upon free inquiry and learning (No special limitations shall be placed upon the study, investigation, and interpretation of facts about man, society, the physical and biological sciences, and other branches of learning.)
5. The freedom of teachers to engage in legal political activities outside of school and to run for public office.

D. Rights of School Boards

In most written agreements, some statement is included to indicate that the basic authority of the school board as prescribed by law may not be altered or diminished by virtue of any agreements reached in negotiations.

E. Welfare Benefits for Teachers

1. Limits on the number of required teaching hours in the school day
2. Limitations of work loads, usually in terms of prescribed maximum class size
3. Limitations on the number of scheduled classes and number of individual preparations for secondary and special class teachers
4. Limitations on the length of teacher service rendered before classes begin and after they end
5. Duty-free preparation periods
6. Duty-free lunch periods
7. Salary schedules, increment rates, special raises, and salary adjustments for experience, advanced academic preparation, and military service
8. Promotional procedures and practices
9. Rates of payment for services in after-school activities
10. Time of payments of salaries
11. Fringe benefits, including tuition reimbursement for approved courses taken, health services, medical-surgical insurance plans, terminal leaves of absence, liability

- insurance, life insurance, pensions, tax-sheltered annuities
12. Leaves of absence for military service, exchange teaching, prolonged illness, special education programs, and maternity
 13. Cumulative sick leave
 14. Personal leave days—for religious observances, emergencies, visits to other schools, attendance at professional meetings, marriage, graduations, jury duty, death in family, etc.
 15. Sabbatical furloughs (These are usually granted with some salary provision.)
 16. Facilities for teachers' comfort or convenience, including teacher lounges, pay telephones, parking privileges, secure storage space for personal belongings, teachers' work areas, etc.
 17. Secretarial services for teachers to assist in preparation of classroom materials and tests
 18. Severance pay.

F. Grievance Machinery

1. Levels of appeal from decisions at lower levels
2. Guarantees of the rights of involvement by the negotiation unit organizational representatives
3. Protection from punitive action against individuals who present grievances
4. Use of final level arbitration (binding or advisory)

5. Exclusion from grievance hearings of all organizational representatives except those from the officially recognized negotiating organization.

G. Educational Practice and Policy

1. Representation on curriculum construction or review councils
2. Determination of uses of state and federal grants
3. Promotion of special educational programs (such as "More Effective Schools," a design being promoted by many AFT locals)
4. Teacher recruitment, selection, appointment, and assignment
5. Selection and distribution of textbooks and other educational materials
6. Determination of pupil-teacher ratio
7. Determination of functions of teacher aides and school aides
8. Establishment of class-size maxima
9. Approval of school calendar, length of school year, and schedule of holidays
10. Pupil promotional policies
11. Setting up procedures for evaluations of teacher performance
12. Participation in supervision of performance of fellow teachers
13. Policies regarding supervision of after-school extra-curricular activities, both athletic and non-athletic
14. Establishment of practices regarding racial integration of pupils and staff

15. Setting up approaches for dealing with racial and cultural factors in learning materials
16. Limitations on faculty and departmental meetings (numbers and length)
17. Provisions for excusing pupils from school to provide teacher conference time
18. Participation by teachers in the selection of administrative and supervisory staff
19. Teacher transfers, both voluntary and involuntary (usually based on giving preferential treatment to teachers with greatest seniority)
20. "Rotation" or "equitable distribution" of grouped classes to provide equal assignments of so-called "difficult" classes
21. Protections for teachers who are assaulted by pupils or others while engaged in their work
22. Problems involved in the dismissal of teachers
23. Pupil discipline and disruptiveness (with teachers having the right to decide which pupils they may refuse to have in their classes)
24. School faculty committees to review school policies with the principal prior to putting those policies into practice
25. System-wide educational policy councils, with guarantees that at least half of the membership will be selected by the negotiating organization (Such councils must be consulted by the superintendent prior to

the initiation of any curricular or teaching innovations or modifications.)

26. Academic freedom (This is presented above as a personal right of a teacher. Here it involves the development of definitions of academic freedom in a particular school system.)
27. The school building program (site selection, school size, architectural design).

Many other items could be added to these lists, but the reader should at this point have a clear picture of the variety of items that are being negotiated across the nation.

It has already been pointed out that among administrators there is relatively little serious argument or opposition to the negotiability of many of the items listed, including the negotiation process itself, the rights of the representative organization, the personal welfare benefits of teachers, and grievance machinery. The key question arises in connection with whether educational policies and practices should be equally subject to the negotiation process. The laws of some states specify that some of these policies and practices are negotiable. The AFT and NEA are unanimous in their belief that they should be. On the other side of the table, many school boards and their federated state organizations are not at all convinced, and continue to insist that making educational policy is a function of school boards and their superintendents, a function which they do not wish and have no legal right to share with teachers other than on a consultative or advisory basis. For example,

some school boards, dissatisfied with the curriculum in their schools, may wish to bring in consultants from universities or other agencies. They do not wish to be limited or prevented by any agreement with teachers in making such a choice. Neither do they feel that they must ask permission of their teacher organizations to undertake such studies.

The American Association of School Administrators commented in its booklet, *The School Administrator and Negotiation*, published in 1968: "Administrators and board members should think very carefully about the possibility that there may be certain management and board prerogatives that should not be relinquished or made the subject of negotiation." The American Association of School Administrators has set up no clear-cut criteria determining what it considers to be non-negotiable. Instead it goes on to say, "The scope of negotiation will have to be determined in each situation in accordance with all the controlling conditions in a given school system. It is not possible to give exhaustive lists of what should or should not be open to negotiation."

However, at another point in the same publication, AASA suggests that, "One approach to determining the scope of negotiation is to make a distinction between negotiation and advisory consultation." It proposes a standing committee of teachers, supervisors, and administrators who would meet regularly during the school year and make recommendations to the superintendent and the school board. It further proposes that the jurisdiction of an advisory committee could be subject to negotiation and offers as examples of items for advisory consultation: text-

book selection, budget development, pupil discipline, and a review of unsatisfactory teacher ratings.

This position of AASA is similar to that officially adopted by the National Association of Secondary School Principals in 1965 in its statement, *The Principals' Role in Collective Negotiations Between Teachers and School Boards*. At that time NASSP affirmed its full support of the right of teachers to negotiate with school boards on the subjects of "salaries, health and welfare benefits, hours and loads of work, grievance machinery, and physical working conditions."

It went on to say, "There are many other problems in education, all of which are of great importance to teachers and administrators as part of their professional lives. Types of school organization, curriculum, textbook selection, extra-curricular activities, academic freedom, in-service training, auxiliary services, and the handling of discipline are but a partial listing of a considerable number of such items that might be enumerated."

"NASSP believes that teachers, through their representative organization, should be involved in formulating policy for dealing with these matters. On the other hand, NASSP emphasizes that discussions and decisions on purely professional problems cannot be considered in an atmosphere characteristic of the bargaining table. It proposes instead that such considerations take place in an atmosphere of colleagues working together as a professional team. It welcomes the establishment of formal councils made up of representatives chosen by teachers, principals, and supervisors."

The NASSP still feels that such professional councils working under the leadership of the superintendent, creatively dealing with the multiplicity of problems in education, and offering proposals for solutions to the superintendent and the school board are the most desirable vehicle for affording to teachers the guaranteed right to play a key role in the formulation of policy decisions. The structure, privileges, and rights of such councils should be subject to negotiations between teacher organizations and school boards.

Until professional councils are formed and even after they are formed and in operation, secondary school administrators will need guidelines for dealing with demands for the negotiation of what they consider "professional problems" rather than "conditions of employment."

NASSP proposes the following criteria:

1. No item should be considered negotiable which could be decided on the basis of the results of scientific investigation, evaluations of experimental efforts, or other devices used by professional expertise to determine what is best for the education of pupils.

Thus, while the daily work load of a teacher would clearly be a negotiable item, the size of a class should be no less and no greater than that which produces maximum learning. It should not be a negotiable item. Class size should not be confused with the teacher's work load, although it is not difficult to understand why such a confusion takes place. Similarly, the length of a class

period should not be subject to negotiation; class length should be determined by factors involved in attention span determination and efficiency in instruction.

Again, much as a program such as "More Effective Schools" may be sincerely and enthusiastically hailed by AFT members as a major breakthrough in dealing with problems of urban education, the only justification for introducing or expanding such a program must be its measurable effectiveness and never the strength of bargaining power of teachers at the negotiating table. If the techniques developed under "Individually Prescribed Instruction" are to be introduced into a school system, such a decision should be made as a result of professional study and evaluation rather than as a defensive act under a threat of sanctions. Educational productivity cannot be determined by majority rule, for in the final analysis, innovation is always a challenge to prevailing practice.

2. No assignments of professional personnel should ever be made on the basis of automatic rotation or of any so-called "equitable" distribution of classes grouped according to levels of pupil ability or disciplinary difficulty, nor should assignments, transfers, or promotions of teachers be determined on the basis of seniority. The only criterion which has validity is one which demands that teachers must be assigned where their experience, training, and observed performance will serve the children and schools best. Nor is educational leadership determined primarily or best by length of service in a school or a system.

Certainly, teachers should be protected from whimsical and punitive assignments, and they can be fully protected from such abuses by proper grievance procedures. Length of service should be rewarded by steps in the salary schedule, longevity payments, cumulations of sick leave, and sabbatical furlough privileges, but not by promotion or the right to choose the schools or classes in which teachers would rather teach or not teach. While it would always be the happiest situation to place teachers according to their preferences, the needs of the schools must always take priority over individual choices.

3. *The principle of accountability is one which should never be overlooked in determining the negotiability of any item. Who must face the responsibility of accounting for a judgment or a decision?* School board members are subject to removal at election time or when their appointed terms are over. They have no tenure and they are subject to legal redress for their decisions. When something goes wrong in a school, it is the principal, and the principal alone, who is normally called to account. It is the superintendent who must face teachers, the board, the community, whenever things go wrong within a school system—never the negotiating organization.

Nowhere in any negotiated agreement of which the writer is aware is there a clause which states that if the effects of any negotiated arrangement result in any highly unsatisfactory or educationally undesirable situation, then the negotiating

organization or its leadership or its negotiators will be taken to task or will have to pay the piper.

If, because of a voluntary transfer provision based on seniority, a school in a sociologically handicapped slum area is depleted of its experienced teachers, then will the president and executive board of the local association or union have to face an irate set of parents or community? Or is it not always the school board or superintendent or principal that is taken to task?

One limitation on the right of policy-making by teacher organizations at the bargaining table must, in this sense, always be the question of who is finally responsible. Until teachers and their organizations are made to be or offer to be as responsible and as accountable for outcomes of educational decisions as are school boards, superintendents, and principals, they cannot expect to share equally in the prerogative and discretionary authority of making decisions. In this sense, when educational policy councils are set up on school levels or on system-wide levels, their proposals can at best be advisory to principals and superintendents. One would hope that their proposals are compelling and put into effect because of their wisdom; but only when the time comes that teacher organizations become legally accountable for educational decisions can they expect to have the right to share in the making of decisions for school systems.

4. *Whenever in any negotiations there is a possible conflict between the interests and needs of the child and the organizational demands of teach-*

ers, the resolution of any differences must in every case be in favor of the child. It is not inevitably true that everything which is good for teachers is necessarily good for pupils. Thus, agreements which give a teacher the absolute option of excluding disruptive pupils from his class may not always be in the best interest of the student. A child-study team comprised of the school psychiatrist, social worker, attendance officer, and psychologist, working with the teacher and principal, may have determined that the needs of the student are best served if he remains in his class, and may prescribe procedures for dealing with that student more effectively. In this situation the judgment of the child-study team should unquestionably outweigh the decision of the teacher, which would be impossible if the agreement gives the teacher unlimited power to exclude a student. Yet, the demand to give teachers such a prerogative is a growing demand of more and more teacher-organization negotiators.

5. No educational policy-making is sound which involves school board members and teacher organization negotiators exclusively and omits administrators. With all their collective experience and sagacity, teachers have not the broad view of the problems of a school which its administrator is forced to have. In its policy statement of 1965, NASSP pointed out that, "In any negotiating process, principals, whose experience and activities give them a critical overall knowledge of the day-to-day functioning of the total school, can con-

tribute uniquely to the discussion of items under consideration. The counsel, criticism, and contributions of principals at the negotiating table can be of invaluable service to teachers, school boards, and superintendents in reaching decisions that can produce better schools."

Most master agreements written by teachers' associations include an article which provides for continuing committees or councils to consider curriculum, textbook selection, and other instructional matters. A review of master agreements in several states, including Ohio, Michigan, Massachusetts, and New York, reveals that in no contract examined was there any guarantee that principals would be included in policy-making groups. Regardless of the name given to a policy-making group, teacher representation was always provided for with other members appointed by the board of education. Some agreements state that the board appointees shall be members of the board itself or members of the central staff. NASSP declares its opposition to any contract clause which does not guarantee the inclusion of principals in educational policy-making councils.

A review of master agreements written by administrator associations indicates that representation of principals in these councils is a great concern, and appropriate clauses have been included to solve the problem. One contract states, "The Board agrees that no written agreements which may affect the administrative, directive, or supervisory aspects of the ——— Public Schools will be effectuated with any third party until the

Board has notified and consulted with the (Administrator) Association. Included in the above are agreements directly affecting class size, school discipline, and any relationship existing between members of the (Administrator) Association and teachers, pupils, parents and public officials."

Another administrator contract provides for the principal's voice to be heard by requiring that "A. Curriculum committees appointed by the Superintendent or his designee shall include principals, directors, and supervisors or coordinators," and that "B. The appropriate Assistant Superintendent shall discuss with principals concerned any proposed changes in curriculum, instructional materials, and materials or innovations pertinent to the introduction of special programs before being presented to the School Committee by the Superintendent of Schools."

6. *It will be to the interest of teachers' organizations to avoid negotiating petty items which in the eyes of school boards, administrators, the general public, and a great many of their own teacher members raise doubts about their professional zeal. Despite the protection it may give teachers from occasional small nuisances, one wonders if it is so imperative to negotiate such picayune matters as limitations on the number and length of faculty meetings. Here again, if teachers feel abused by the occasional thoughtlessness of some individual principal or director, the use of the grievance machinery should help correct the situation.*

7. Finally, there is no point in seeking to negotiate items that are beyond the power of a school board or administration to grant. If an annual chest x-ray examination or the swearing of a loyalty oath is required of every teacher by state law, nothing is gained by trying to negotiate that such an examination or the swearing of such an oath be waived by the local school board. It has no legal power to do so.

IT IS a truism that negotiations will vary widely from state to state and district to district. State laws, local needs and traditions, the structure of educational organizations, and even the personalities in leadership positions will determine the direction of the negotiating process and the form of the final written agreement. Nevertheless, it is important that certain basic principles be followed as carefully as possible, in the interests of unity and to avoid the chaos that would follow if there were no guiding principles. The guidelines presented in these pages represent an earnest attempt to formulate such principles. If every principal and other schoolman involved in negotiations will study them, test them, and report ways in which they may need to be adopted, he will contribute to the ultimate refinement of the guidelines necessary to establish a stable and recognized set of principles to govern the content of negotiated contracts.

